

# TRIAL STATEMENT

In the Provincial Court of British Columbia (Small Claims Court)

REGISTRY FILE NUMBER <b>ROB-P-C-1138247</b>
REGISTRY LOCATION <b>Robson Square</b>

Fill in the registry file number and location as shown on the Notice of Claim.

In the case between:

Cavaliere Financial & Management Inc

Vancouver

19-Jun-12

CLAIMANT(S)

REGISTRY

and

Fill in the names of the parties, copying them from the Notice of Claim and the Third Party Notice, if applicable.

Imogo Mobile Technologies Corp.

DEFENDANT(S)

and

THIRD PARTY

This Trial Statement should contain all of the facts that you wish the court to consider. You must file it with the court at least 14 days before your trial conference or simplified trial. You must serve the other parties with a copy no less than 7 days before the hearing.

Collect and review all of the facts and evidence you intend to present to the court at trial.

**A. Statement of Facts**

Attach a summary of the facts in numbered paragraphs. Set out the facts in the order that events happened (typed if possible, and not more than 3 pages in length).

**B. Amount Claimed, Disputed or Counterclaimed**

Attach a document showing the amount you are claiming, disputing or counterclaiming and how the amount is calculated.

**C. Documents**

Attach copies of all relevant documents (including contracts, cheques, repair estimates, invoices, photographs, etc.).

**D. Witnesses**

Attach a list of the witnesses (including experts) who will attend the trial. Briefly state what each witness will say under oath.

Organize your documents and attach them directly to this form.

You may not be allowed to rely on a document or other information as evidence in court unless you have attached it to this Trial Statement and filed and served it in accordance with the Small Claims Rules.

Date and sign the form. I certify that these facts are true:

JUNE 18, 2012  
Date

R. Cavaliere  
Signature of party

Rena to Cavaliere, PRESIDENT  
Name of party (and title if Authorized Signing Officer).

Indicate which party is filing this Trial Statement

CLAIMANT ☒ DEFENDANT ☐ THIRD PARTY ☐

## NOTICE OF TRIAL CONFERENCE

In the Provincial Court of British Columbia  
(Small Claims Court)

Registry File Number: 1138247

Registry Location: Robson Square Provincial  
Court  
800 Hornby Street  
Vancouver, British  
Columbia V6Z 2C5

Between:

**CAVALIERE FINANCIAL & MANAGEMENT INC., Claimant**

And:

**IMOGO MOBILE TECHNOLOGIES CORP., Defendant**

To: **CAVALIERE FINANCIAL & MANAGEMENT INC.**  
**C/O Stewart Aulinger & Company, Barristers & Solicitors**  
**Attention: David Moonje**  
**1200 - 805 W. Broadway**  
**Vancouver, British Columbia V5Z 1K1**

**A trial conference will be held on**

**July 10, 2012 at 11:15 AM or as soon after this time as the court schedule allows**

**at Robson Square Provincial Court 800 Hornby Street Vancouver, British Columbia V6Z 2C5**

### Who must attend?

All parties must have the individual who will be responsible for presenting their case at the trial attend the trial conference, which may be

- (a) the party,
- (b) if the party is not an individual, a representative who is familiar with all facts relevant to the dispute and who has the authority to settle the claim,
- (c) a representative of an insurer in accordance with Rule 7.5 (11) (c), or
- (d) a lawyer or articling student.

### What must the parties do before the trial conference?

At least 14 days before the date set for the trial conference, all parties must complete and file a Trial Statement (Form 33) at the registry. At least 7 days before the trial conference, the parties must serve a copy of their Trial Statement on each of the other parties.

### What are the purposes of a trial conference?

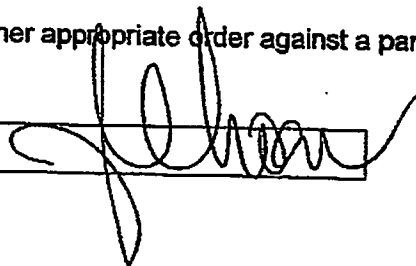
At the trial conference, a judge can review the case and discuss the trial process and the evidence with the parties. A judge may also make court orders and rulings on certain matters or dismiss the claim, counterclaim, reply or third party notice at a trial conference.

### What happens if someone does not attend?

The judge may dismiss the claim or make a payment order or other appropriate order against a party who does not attend a trial conference.

Dated April 4, 2012

by the Court



Notice of Trial Conference

**TRIAL CONFERENCE**  
**Vancouver Robson Square Small Claims Court Pilot – Rule 7.5**

This fact sheet provides information on trial conferences and how to prepare for them. The trial conference is a new process included in the provincial small claims court pilot project underway at Vancouver Robson Square. The pilot is a joint justice reform initiative of the Provincial Court and the provincial government.

***What is a trial conference?***

A trial conference is a half-hour conference with a judge that takes place before your case proceeds to trial. A trial conference is held if your case is exempted from mediation or did not settle at mediation. At the trial conference the judge will review the claim and determine the amount of time needed for trial. The judge may make other orders for the hearing of the trial. The judge may also decide on any issues that do not require evidence, dismiss claims which are without reasonable grounds or an abuse of the court's process or give a non-binding opinion on the probable outcome of the trial.

***Who attends the trial conference?***

The person responsible for presenting your case at the trial must attend. That may either be you as the party, your lawyer, or your insurer (if your insurer is defending a claim made against you). You may also bring a lawyer or articulated student with you. Witnesses should not attend.

***How do I prepare for the trial conference?***

The Robson Square court registry will send you a Notice of Trial Conference and a trial statement form (form 33) showing the date of your trial conference.

The trial statement is a form which summarizes your case. Before the trial conference the judge will review the trial statement filed by you and the other parties. At least 14 days before your trial conference you must file your trial statement at the court registry. You must serve the other parties with your trial statement at least seven (7) days before the trial conference.

To complete your trial statement follow the directions on the form. You can also find the form at: [www.gov.bc.ca](http://www.gov.bc.ca) – type "court services" in the search bar. You must attach a statement of facts in date order, a calculation of the amount claimed, copies of the relevant documents, and a list of witnesses you intend to call with a brief summary of what each witness will say. Unless the nature of the document renders it impossible, the Trial Statement, and every document attached, must be reproduced on 8 1/2 inch x 11 inch paper, single-sided and unbound.

If you will need an interpreter for your trial conference you must make arrangements beforehand for an interpreter to attend. Please contact the Robson Square court registry for more information.

***What do I bring to the trial conference?***

You should bring your trial statement and the trial statements you received from the other parties. You should also bring your calendar because the judge may direct you to schedule a trial date.

***What if I need to change the date of the trial conference?***

If you cannot make the date set for your trial conference you can request to have the date changed. You should first ask all the other parties to agree in writing to the change. If they agree, then you can file a consent order, with their written consents, at the Robson Square court registry.

If you are unable to reach an agreement with all the parties, you may file an application to the registrar (form 16). The application must explain the reason you want to change the date and that you asked the other parties for their consent. The application must be filed with the court registry at least seven (7) days prior to the trial conference date. If the application is granted by the registrar, a new date will be set for your trial conference.

***What happens if I don't attend the trial conference?***

If you are the claimant, your claim may be dismissed. If you are the defendant, a payment order may be made against you.

***Is this pilot project being evaluated?***

Yes. Starting in the fall 2008 and into early 2009, a research firm will conduct a telephone survey of some of the parties who have gone through Small Claims Court. No identifying information will be used in the survey report.

Although participation in the survey is optional, the evaluation will be very important in determining whether the changes to the small claims process will be used or modified in other parts of the province. It will be helpful, therefore, if you can take the time to provide feedback if contacted through the survey.

**FOR MORE INFORMATION, REFER TO SMALL CLAIMS RULE 7.5**

Available on the Court Services Branch website at: [www.gov.bc.ca/ag](http://www.gov.bc.ca/ag)

Type "court services" in the search bar

or contact the Robson Square Small Claims Court Registry

Telephone: 604 660-8989 Facsimile (fax): 604 660-7095

If English is not your first language, please refer to the information available on the Court Services Branch website at [www.ag.gov.bc.ca/courts/civil/smallclaims/pilot/translations/index.htm](http://www.ag.gov.bc.ca/courts/civil/smallclaims/pilot/translations/index.htm), or contact the court registry.

如果英语不是您的第一语言，请参见“法院服务分部”（Court Services Branch）网站上的资讯：[www.ag.gov.bc.ca/courts/civil/smallclaims/pilot/translations/index.htm](http://www.ag.gov.bc.ca/courts/civil/smallclaims/pilot/translations/index.htm)，或联系法院注册处。

ਜੇ ਅੰਗਰੇਜ਼ੀ ਤੁਹਾਡੀ ਪਹਿਲੀ ਭਾਸ਼ਾ ਨਹੀਂ, ਤਾਂ ਕ੍ਰਿਪਾ ਕਰਕੇ ਕੋਰਟ ਸਰਵਿਸਜ਼ ਬ੍ਰਾਂਚ ਦੇ ਵੈੱਬਸਾਈਟ [www.ag.gov.bc.ca/courts/civil/smallclaims/pilot/translations/index.htm](http://www.ag.gov.bc.ca/courts/civil/smallclaims/pilot/translations/index.htm), ਉੱਪਰ ਦਿੱਤੀ ਜਾਣਕਾਰੀ ਦੇਖੋ ਜਾਂ ਕੋਰਟ ਰਜਿਸਟਰੀ ਨਾਲ ਸੰਪਰਕ ਕਰੋ।

Nếu Anh Ngữ không phải là ngôn ngữ chính của quý vị, xin xem chi tiết trên website của Court Services Branch (Cục Dịch Vụ Tòa Án) tại [www.ag.gov.bc.ca/courts/civil/smallclaims/pilot/translations/index.htm](http://www.ag.gov.bc.ca/courts/civil/smallclaims/pilot/translations/index.htm), hoặc liên lạc với phòng lục sự tòa.



**Section A. Statement of Facts**

## **Cavaliere Financial & Management Inc. Vs. Imogo Mobile Technologies Corp.**

### **A. Statement of Facts**

#### **Paragraph 1:**

Cavaliere Financial & Management Inc. (CFMI) contracted to provide consulting services to Imogo Mobile Technologies Corp. Located at #203, 4211 Kingsway Street, Burnaby, B.C. V5H 1Z6. The start date was set for May 5<sup>th</sup>, 2011 and the contract is attached. *(See Section C - page 1 – 12)*

Stewart Irvine was the CEO /Majority Owner and the person who signed the contract.

The agreement was as follows:

- 1) The base consulting fee was \$10K per month for May 2011 to August 2011 *(see Article 4 of the contract. Section C – Page 1 of 35)*. The agreed upon work schedule was three (3) days per week (ie., 24 hours per week). The invoice was payable upon receipt and was submitted at the end of each month.
- 2) The business expenses reimbursement (including lunches, parking & travel) was to be paid separately *(see Article 9. Section C – Page 2 of 35)*. However, these expenses were never submitted. After Stewart cut off my access to the company and did not pay the amount he owed me, I knew he had no intention of paying them.
- 3) My cellular phone expenses were to be paid by Imogo *(per Article 9. Section C – Page 2 of 35)* as I was available to IMOGO staff seven days per week via cell phone. As a contracted President, having access to me even on the days I wasn't there was important for the running of the company. This was not paid.
- 4) Per Article 9 *(Section C – Page 2 of 35)* of the signed agreement, there was a car allowance. We discussed this amount verbally during the contract negotiation period and I had told him that \$900/month was standard. I did not put the amount in the original contract because we hadn't finalized the actual amount before the contract was signed. I charged Imogo \$600/month given I only worked three (3) days per week. This was not paid.
- 5) Starting October 1, 2011, the base consulting fee was to increase to \$20K per month for the balance of the year *(see Article 4 of the contract. Section C – Page 1 of 35)*. I would begin working there five (5) days per week at this time.
- 6) There was a three month paid notice period clause in the contract, see Article 13 *(see Article 13 of the contract. Section C – Page 3 of 35)*.

After starting, I began to hear that there were issues with Stewart Irvine/Imogo owing people money. For example, the prior President, David Long, was also owed money (David Long has since filed his lawsuit in Supreme Civil – File # 120351), the shareholders were angry with Stewart, and his ex-girlfriend, Elizabeth Walker, who was also an investor contacted me several times with concerns about the company.

Stewart Irvine, along with his CFO, Ken Maude, convinced me that everything was fine and that the company was solid as Mr. Irvine allegedly had access to further capital.

**Paragraph 2:**

During the first five months of this contract, invoices were not being paid on time and Stewart Irvine kept asking for extensions for a variety of reasons. Some months he didn't acknowledge the invoices were unpaid until I asked him for payment several times. Invoices were due on the last day of each month. Here was the track record:

- May 31<sup>st</sup>, 2011 invoice was paid on June 14<sup>th</sup>
- June 30<sup>th</sup>, 2011 invoice was paid on July 4<sup>th</sup>
- July 31<sup>st</sup>, 2011 invoice was paid on time
- Aug 30<sup>th</sup> 2011 invoice was paid on Sept 16<sup>th</sup>
- Sept 30<sup>th</sup> 2011 invoice was paid on Oct 24<sup>th</sup>
- May to September 30<sup>th</sup> invoice for car allowance and cell phone – never paid; ignored
- October 31, 2011 invoice partially paid

See attached email in Section C (EMAIL #1) where he agreed to pay. (See Section C. Page 13 -15 of 35 pages)

We had several conversations about Stewart Irvine's inability to pay me on time, but he always seemed to find excuses and promised he would pay me as soon as possible. At first, I was patient with this but as time went on I began to suspect that this was something that would continue. I told him that I couldn't afford to continue to work for him if he wasn't going to pay. When he paid invoices he would also make comments such as "This is from my kid's education fund." I felt that as time progressed I would be owed larger and larger amounts of money until I was in the same position as the prior President, David Long and others as illustrated in Paragraph 3 below.

**Paragraph 3:**

Stewart Irvine continued to pay each invoice late and I had to repeatedly ask for payment. Unless I asked, he just ignored the invoices. I told him that I found it difficult to work this way so I offered a potential solution. I stated that if I was going to be at risk of not being paid for my time, then I wanted to do it as a partner in the company – that way I could guarantee that I would be paid for the hard work that I was putting into developing the company and repairing the relationships with the current investors, customers, vendors & employees. Mr. Irvine was not interested in this new working relationship. These conversations happened in late October 2011.

Contact was made with several people who alleged they were owed money by Mr. Irvine/Imogo.

Herman Nilsson and Roland Hanson were among this group. Herman Nilsson had a General Security Agreement on Stewart's house and has since been paid. (A copy of the signed GSA is attached Section C page 17 – 26 of 35 pages). Rowland Hanson, owner of Hanson Maslen Claesson Company LLC -

**Cavaliere Financial & Management Inc. Vs. Imogo Mobile Technologies Corp.**

Consulting in Kirkland, WA sent me copies of his outstanding invoices. (See Section C page 27 – 35 of 35 pages)

On October 20, 2011, I resigned under Article 13 of the contract, which involved three months notice. As per the contract, I would work for Imogo for the 90 day notice period. If Mr. Irvine did not want me there for the 90 days, he would still be required to pay the outstanding amount as per the signed contract.

I was unable to finish my 90 day notice period under Article 13 because on November 7, 2012, Mr. Irvine changed the codes on the alarm and shut off my access to emails and system (Cloud System). He did not notify me and I found out when I tried to access the system to continue working (see Section C page 16 of 35 pages called EMAIL #2). Without access, I was no longer able to do any work for the company. Mr. Irvine effectively locked me out of the system and building.

With the new knowledge that Mr. Irvine owned many others money, I decided to hire a collections agency to help collect the money owned. These efforts failed and as a result, I decided to use the Small Claims Court to collect on this debt.

**Paragraph 4**

It should be noted that I made a mistake on the cellular phone bill that was invoiced to Imogo. The original amount invoiced per invoice # 1074 was \$1,195.35 and the actual amount per actual Rogers invoices was \$893.75. The overage was \$301.60 plus HST (12%) being \$337.79 ( $\$301.60 \times 1.12$ ). This amount should be deducted from the total claimed of \$14,806.79.



**Section B. Amount Claimed**

**Cavalliere Financial Managment Inc.**  
**Statement of amount claimed**

Invoice Date	Invoice #	Amount	
30-Sep-11	1074	\$ 4,698.79	Invoice Attached (B.AC Page 2 of 9)
31-Oct-11	1075	\$ 19,872.00	Invoice Attached (B.AC Page 9 of 9)
		<u>\$ 24,570.79</u>	
partial payment		<u>-\$ 10,000.00</u>	
Per Statement of Claim		<u>\$ 14,570.79</u>	
Less: Error on Invoice		-\$ 337.79	See calculation below Note 1.
Revised amount owing		<u><u>\$ 14,233.00</u></u>	

**NOTE 1**

There was a bookkeeping error made on the invoicing:

May-11	\$ 200.95	See invoice #1074	\$ 181.95	copy attached (B.AC Page 3 of 9)
Jun-11	\$ 247.83	See invoice #1074	\$ 200.95	copy attached (B.AC Page 4 of 9)
Jul-11	\$ 214.50	See invoice #1074	\$ 169.78	copy attached (B.AC Page 5 of 9)
Aug-11	\$ 311.32	See invoice #1074	\$ 78.40	copy attached (B.AC Page 6 of 9)
Sep-11	\$ 220.75	See invoice #1074	\$ 176.62	copy attached (B.AC Page 7 of 9)
Oct-11	\$ -		\$ 86.05	copy attached (B.AC Page 8 of 9)
Total	<u><u>\$ 1,195.35</u></u>		<u><u>\$ 893.75</u></u>	
Reduction to total amount due before HST			\$ 301.60	
HST			<u>36.19</u>	
Total over charged after HST			<u><u>\$ 337.79</u></u>	

*Amount  
B. Claimed (AC)  
(page 1 of 9)*

Cavalliere Financial & Merchants Inc.

11121 - 103 A Street

Surrey, B.C.

V3V 7T10

Invoice No.

INVOICE

Customer Information

Name: IMOGO Mobile Technologies Corp  
 Address: #203 - 4211 Kingsway  
 City: Burnaby State: BC ZIP: V5H 1Z6  
 Phone: \_\_\_\_\_

Invoice Details

Date: 30/09/2011  
 Order No.: \_\_\_\_\_  
 Rep: \_\_\_\_\_  
 FOB: \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Car allowance - May 2011	\$ 600.00	\$ 600.00
1	Car allowance - June 2011	\$ 600.00	\$ 600.00
1	Car allowance - July 2011	\$ 600.00	\$ 600.00
1	Car allowance - Aug 2011	\$ 600.00	\$ 600.00
1	Car allowance - Sept 2011	\$ 600.00	\$ 600.00
1	Cellular phone - May 2011	\$ 200.95	\$ 200.95
1	Cellular phone - June 2011	\$ 247.83	\$ 247.83
1	Cellular phone - July 2011	\$ 214.50	\$ 214.50
1	Cellular phone - Aug 2011	\$ 311.32	\$ 311.32
1	Cellular phone - Sept 2011	\$ 220.75	\$ 220.75
Entertainment not invoiced yet			

\$1195.35 =

Payment: ☒ Check

Comments: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 CC #: \_\_\_\_\_  
 Expires: \_\_\_\_\_

SubTotal	\$ 4,195.35
Shipping	
Tax Rate(s)	12.00%
	\$ 503.44
<b>TOTAL</b>	<b>\$ 4,698.79</b>

Office Use Only

Due upon receipt

Thank you

B. AC  
 page 2 of 9

FILE COPY : May 2011



4 of 13

# Wireless Services for 778-999-4357

RENATO CAVALIERE

Account Number: 4-7095-3340  
Invoice Number: 4709533451  
Invoice Date: May 14, 2011

## Savings

You saved \$3.00 on your Wireless services.

## Regular charges

Ending May 14	Wireless usage	49.60
May 15 - Jun 14	Unlimited Plan w/Double Min*	70.00
	BlackBerry Data Value Pack*	40.00
	100 Bonus Minutes	0.00
	6pm Early Eve & Wknd Calling	0.00
	100 Anytime Canadian LD Mins	5.00
	Unlimited Incoming Local Calls	15.00
	Gov't Regulatory Recovery Fee	2.35
	Call Forwarding/Call Transfer	3.00
	Savings: Call Forwarding/Transfer	-3.00

MAY

Total before taxes:

\$181.95

HST (862395381 RT0001)

21.83

Total for Wireless:

\$203.78

## Your services include:

\*Unlimited Plan w/Double Min  
- 1400 Weekday Minutes  
- Unlimited Eve/Weekend Mins (Starting at 9pm)  
- 2500 Call Forwarding Minutes  
- Conference Calling  
- Call Waiting

\*BlackBerry Data Value Pack  
- 500 MB of Data  
- Unlimited Sent Text, Picture, Video Msgs  
- Unlimited Received Text Msgs  
- Call Display  
- Name Display  
- Enhanced Voicemail  
- Voicemail to Text  
- Mobile Backup

This Value Pack saves you \$31/mth (44%) vs. individual pricing at time of subscription.

## Wireless usage summary ending May 14/11

Type of usage	Usage Description	You used	Unit of measure	Total cost (\$)
Voice	700+700 Weekday Minutes	1400:00	Min:Sec	0.00
Voice	100 Bonus Minutes	100:00	Min:Sec	0.00
Voice	6pm Early Eve & Wknd Calling	458:00	Min:Sec	0.00
Voice	Unlimited Incoming Local Calls	623:00	Min:Sec	0.00
Voice	Weekday	114:00	Min:Sec	39.90
Voice	Long Distance Charges			2.45
Voice	Dir Assist	2	Calls	5.00
Data	500MB BlackBerry (BIS) Service - Included	12478.00	KB	0.00
Text Msg	Canada & Roaming - Received	495	Msgs	0.00
Text Msg	Within Canada - Included - Sent	528	Msgs	0.00
Text Msg	Canada to US - Sent	9	Msgs	2.25
MMS	Picture & Video Msgs - Incl - Sent	3	Msgs	0.00

Total Wireless Usage:

\$203.78

## LEGEND

LD = Long Distance  
MMS = Multimedia Msg  
KB = Kilobyte  
MB = Megabyte  
GB = Gigabyte



## DATA GUIDE

1 MB = 1024 KB  
1 GB = 1048576 KB  
1 GB = 1024 MB

Visit [rogers.com/dataguide](http://rogers.com/dataguide) for more information

B. AC  
page 3 of 9

FILE COPY : JUNE 2011



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● Wireless Services for 778-999-4357

RENATO CAVALIERE

Account Number: 4-7095-3340  
Invoice Number: 4709533461  
Invoice Date: Jun 14, 2011  
Required Payment Date: Jul 11, 2011

**Savings**

You saved \$3.00 on your Wireless services.

**Regular charges**

Ending Jun 14	Wireless usage	68.60
Jun 15 - Jul 14	Unlimited Plan w/Double Min*	70.00
	BlackBerry Data Value Pack*	40.00
	100 Bonus Minutes	0.00
	6pm Early Eve & Wknd Calling	0.00
	100 Anytime Canadian LD Mins	5.00
	Unlimited Incoming Local Calls	15.00
	Gov't Regulatory Recovery Fee	2.35
	Call Forwarding/Call Transfer	3.00
	Savings: Call Forwarding/Transfer	-3.00

**Total before taxes:**

HST (862395381 RT0001)

**\$200.95**

24.12

**Total for Wireless:**

**\$225.07**

**Wireless usage summary ending Jun 14/11**

Type of usage	Usage Description	You used	Unit of measure	Total cost (\$)
Voice	700+700 Weekday Minutes	1400:00	Min:Sec	0.00
Voice	100 Bonus Minutes	100:00	Min:Sec	0.00
Voice	6pm Early Eve & Wknd Calling	693:00	Min:Sec	0.00
Voice	Unlimited Incoming Local Calls	653:00	Min:Sec	0.00
Voice	Weekday	168:00	Min:Sec	58.80
Voice	Long Distance Charges			7.30
Data	500MB BlackBerry (BIS) Service	41075.00	KB	0.00
	- Included			
Text Msg	Canada & Roaming - Received	389	Msgs	0.00
Text Msg	Within Canada - Included - Sent	387	Msgs	0.00
Text Msg	Canada to US - Sent	10	Msgs	2.50
MMS	Picture & Video Msgs - Incl - Sent	3	Msgs	0.00
<b>Total Wireless Usage:</b>				<b>\$68.60</b>

**Your services include:**

- \*Unlimited Plan w/Double Min
  - 1400 Weekday Minutes
  - Unlimited Eve/Weekend Mins (Starting at 9pm)
  - 2500 Call Forwarding Minutes
  - Conference Calling
  - Call Waiting

**\*BlackBerry Data Value Pack**

- 500 MB of Data
- Unlimited Sent Text, Picture, Video Msgs
- Unlimited Received Text Msgs
- Call Display
- Name Display
- Enhanced Voicemail
- Voicemail to Text
- Mobile Backup

This Value Pack saves you \$31/mth (44%) vs. individual pricing at time of subscription.

**LEGEND**

LD = Long Distance  
MMS = Multimedia Msg  
KB = Kilobyte  
MB = Megabyte  
GB = Gigabyte



**DATA GUIDE**

1 MB = 1024 KB  
1 GB = 1048576 KB  
1 GB = 1024 MB

Visit [rogers.com/dataguide](http://rogers.com/dataguide) for more information

B. Ac  
Page 4 of 9

# Wireless Services for 778-999-4357

RENATO CAVALIERE

Account Number: 4-7095-3346  
Invoice Number: 4709533471  
Invoice Date: Jul 14, 2011

## Partial charges

Jun 29 - Jun 29	500MB BlackBerry (BIS) Svc	0.83
	Value Pack	0.40
	Savings: Value Pack Discount	-0.11
	Preferred LD - North America	0.17
Jun 30 - Jul 14	Small Bus Share Promo Plan	16.00
	Cancelled: Unlimited Plan w/Double Min	-33.95
	Cancelled: BlackBerry Data Value Pack	-19.40
	Cancelled: 100 Anytime Canadian LD Mins	-2.43
	Cancelled: Unlimited Incoming Local Calls	-7.27
	500MB BlackBerry (BIS) Svc	12.12
	Value Pack	5.82
	Savings: Value Pack Discount	-1.60
	Preferred LD - North America	2.43
	100 Bonus Business Minutes	0.00
	6pm Early Evening Calling	0.00

## Regular charges

Ending Jul 14	Wireless usage	122.71
Jul 15 - Aug 14	Small Bus Share Promo Plan*	33.00
	500MB BlackBerry (BIS) Svc	25.00
	Preferred LD - North America	5.00
	Value Pack*	12.00
	Savings: Value Pack Discount	-3.29
	100 Bonus Minutes	0.00
	100 Bonus Business Minutes	0.00
	6pm Early Evening Calling	0.00
	Gov't Regulatory Recovery Fee	2.35
	Call Forwarding/Call Transfer	3.00
	Savings: Call Forwarding/Transfer	-3.00

Total before taxes:

HST (862395381 RT0001)

**\$169.78**

20.32

Total for Wireless:

**\$190.10**

## Savings

You saved \$8.00 on your Wireless services.

## Your services include:

- \*Small Bus Share Promo Plan
  - 650 Weekday Minutes
  - Unlimited Eve/Weekend Mins (Starting at 6pm)
  - Unlimited Local Incoming Calls
  - Unlimited Text Messaging within Canada
  - 2500 Call Forwarding Mins
  - Conference Calling
  - Call Waiting

## \*Value Pack

- Call Display
- Name Display
- Enhanced Voicemail
- Voicemail to Text
- Mobile Backup

This Value Pack saves you \$14/mth (54%) vs. individual pricing at time of subscription.

## LEGEND

LD = Long Distance  
MMS = Multimedia Msg  
KB = Kilobyte  
MB = Megabyte  
GB = Gigabyte



## DATA GUIDE

1 MB = 1024 KB  
1 GB = 1048576 KB  
1 GB = 1024 MB

Visit [rogers.com/dataguide](http://rogers.com/dataguide) for more information

## Wireless usage summary ending Jul 14/11

Type of usage	Usage Description	You used	Unit of measure	Total cost (\$)
Voice (S)	100 Bonus Business Minutes	52:00	Min:Sec	0.00
Voice (S)	650 Pooled Weekday Minutes	329:00	Min:Sec	0.00
Voice	700+700 Weekday Minutes	700:00	Min:Sec	0.00
Voice	Unlimited Eve & Wknd Minutes	139:00	Min:Sec	0.00
Voice	Unlimited Incoming Local Calls	221:00	Min:Sec	0.00

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Page 549

**Wireless Services for 778-999-4357**
**RENATO CAVALIERE**

Account Number: 4-7095-9340  
 Invoice Number: 4709533481  
 Invoice Date: Aug 14, 2011  
 Required Payment Date: Sep 11, 2011

**Savings**

You saved \$8.00 on your  
 Wireless services.

**Regular charges**

Ending Aug 14	Wireless usage	6.05
Aug 15 - Sep 14	Small Bus Share Promo Plan*	33.00
	500MB BlackBerry (BIS) Svc	25.00
	Preferred LD - North America	5.00
	Value Pack*	12.00
	Savings: Value Pack Discount	-5.00
	100 Bonus Minutes	0.00
	100 Bonus Business Minutes	0.00
	6pm Early Evening Calling	0.00
	Gov't Regulatory Recovery Fee	2.35
	Call Forwarding/Call Transfer	3.00
	Savings: Call Forwarding/Transfer	-3.00

**Total before taxes:**
**\$78.40**

HST (862395381 RT0001)

9.40

**Total for Wireless:**
**\$87.80**
**Your services include:**
**\*Small Bus Share Promo Plan**

- 650 Weekday Minutes
- Unlimited Eve/Weekend Mins (Starting at 6pm)
- Unlimited Local Incoming Calls
- Unlimited Text Messaging within Canada
- 2500 Call Forwarding Mins
- Conference Calling
- Call Waiting

**\*Value Pack**

- Call Display
- Name Display
- Enhanced Voicemail
- Voicemail to Text
- Mobile Backup

This Value Pack saves you  
 \$14/mth (54%) vs. individual  
 pricing at time of subscription.

**Wireless usage summary ending Aug 14/11**

Type of usage	Usage Description	You used	Unit of measure	Total cost (\$)
Voice (S)	650 Pooled Weekday Minutes	1301:00	Min:Sec	0.00
Voice	6pm Early Evening Calling	546:00	Min:Sec	0.00
Voice	Unlimited Incoming Local Calls	487:00	Min:Sec	0.00
Voice	100 Bonus Minutes	100:00	Min:Sec	0.00
Voice	Long Distance Charges			2.80
Voice	Dir Assist	1	Calls	2.50
Data	500MB BlackBerry (BIS) Svc - Included	29711.00	KB	0.00
Text Msg	Within Canada - Included	1260	Msgs	0.00
Text Msg	Canada to US - Sent	3	Msgs	0.75
<b>Total Wireless Usage:</b>				<b>\$6.05</b>

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 GB = Gigabyte


**DATA GUIDE**

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 1 GB = 1024 MB

Visit [rogers.com/dataguide](http://rogers.com/dataguide)  
 for more information

B. AC  
 page 6 of 9

**● Wireless Services for 778-999-4357**
**RENATO CAVALIERE**

Account Number: 4-7095-3340  
 Invoice Number: 4709533491  
 Invoice Date: Sep 14, 2011

**Regular charges**

Ending Sep 14	Wireless usage	104.27
Sep 15 - Oct 14	Small Bus Share Promo Plan*	33.00
	500MB BlackBerry (BIS) Svc	25.00
	Preferred LD - North America	5.00
	Value Pack*	12.00
	Savings: Value Pack Discount	-5.00
	100 Bonus Minutes	0.00
	100 Bonus Business Minutes	0.00
	6pm Early Evening Calling	0.00
	Gov't Regulatory Recovery Fee	2.35
	Call Forwarding/Call Transfer	3.00
	Savings: Call Forwarding/Transfer	-3.00

**Total before taxes: \$176.62**

HST (862395381 RT0001) 9.37

**Total for Wireless: \$185.99**
**Savings**

You saved \$8.00 on your Wireless services.

**Your services include:**

- \*Small Bus Share Promo Plan
  - 650 Weekday Minutes
  - Unlimited Eve/Weekend Mins (Starting at 6pm)
  - Unlimited Local Incoming Calls
  - Unlimited Text Messaging within Canada
  - 2500 Call Forwarding Mins
  - Conference Calling
  - Call Waiting

**\*Value Pack**

- Call Display
- Name Display
- Enhanced Voicemail
- Voicemail to Text
- Mobile Backup

This Value Pack saves you \$14/mth (54%) vs. individual pricing at time of subscription.

**Wireless usage summary ending Sep 14/11**

Type of usage	Usage Description	You used	Unit of measure	Total cost (\$)
Voice (S)	650 Pooled Weekday Minutes	724:00	Min:Sec	0.00
Voice	6pm Early Evening Calling	103:00	Min:Sec	0.00
Voice	Unlimited Incoming Local Calls	177:00	Min:Sec	0.00
Voice	100 Bonus Minutes	100:00	Min:Sec	0.00
Voice	Long Distance Charges			5.00
Data	500MB BlackBerry (BIS) Svc - Included	10636.00	KB	0.00
Data	US Data Roaming Charges	16420.00	KB	98.52
Text Msg	Within Canada - Included	835	Msgs	0.00
Text Msg	Canada to US - Sent	1	Msgs	0.25
MMS	Picture & Video Msgs	1	Msgs	0.50

**Total Wireless Usage: \$104.27**

(S) Shared Services

**LEGEND**

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 MB = Megabyte  
 GB = Gigabyte

**DATA GUIDE**

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 1 GB = 1024 MB

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B. AC  
 page 7 of 9



● Wireless Services for 778-999-4357

**RENATO CAVALIERE**

Account Number: 4 7007 2241  
 Invoice Number: 47095334A1  
 Invoice Date: Oct 14, 2011  
 Required Payment Date: Nov 10, 2011

**Savings**

You saved \$8.00 on your Wireless services.

**Regular charges**

Ending Oct 14	Wireless usage	13.70
Oct 15 - Nov 14	Small Bus Share Promo Plan*	33.00
	500MB BlackBerry (BIS) Svc	25.00
	Preferred LD - North America	5.00
	Value Pack*	12.00
	Savings: Value Pack Discount	-5.00
	100 Bonus Minutes	0.00
	100 Bonus Business Minutes	0.00
	6pm Early Evening Calling	0.00
	Gov't Regulatory Recovery Fee	2.35
	Call Forwarding/Call Transfer	3.00
	Savings: Call Forwarding/Transfer	-3.00

**Total before taxes:**

**\$86.05**

HST (862395381 RT0001)

10.33

**Total for Wireless:**

**\$96.38**

**Your services include:**

- \*Small Bus Share Promo Plan
  - 650 Weekday Minutes
  - Unlimited Eve/Weekend Mins (Starting at 6pm)
  - Unlimited Local Incoming Calls
  - Unlimited Text Messaging within Canada
  - 2500 Call Forwarding Mins
  - Conference Calling
  - Call Waiting

**\*Value Pack**

- Call Display
- Name Display
- Enhanced Voicemail
- Voicemail to Text
- Mobile Backup

This Value Pack saves you \$14/mth (54%) vs. individual pricing at time of subscription.

**Wireless usage summary ending Oct 14/11**

Type of usage	Usage Description	You used	Unit of measure	Total cost (\$)
Voice (S)	650 Pooled Weekday Minutes	1585:00	Min:Sec	0.00
Voice	6pm Early Evening Calling	646:00	Min:Sec	0.00
Voice	Unlimited Eve & Wknd Minutes	6:00	Min:Sec	0.00
Voice	Unlimited Incoming Local Calls	554:00	Min:Sec	0.00
Voice	100 Bonus Minutes	100:00	Min:Sec	0.00
Voice	Long Distance Charges			4.70
Voice	Dir Assist	1	Calls	2.50
Data	500MB BlackBerry (BIS) Svc - Included	26191.00	KB	0.00
Text Msg	Within Canada - Included	1774	Msgs	0.00
Text Msg	Canada to US - Sent	4	Msgs	1.00
MMS	Picture & Video Msgs	11	Msgs	5.50

**Total Wireless Usage:**

**\$13.70**

**LEGEND**

LD = Long Distance  
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**DATA GUIDE**

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Trailers Financial & Management Inc.  
117 - 163 A Street  
Burnaby, B.C.  
V4N 4R8

Invoice No.

# INVOICE

## Customer

Name IMOGO Mobile Technologies Corp  
Address #203 - 4211 Kingway  
City Burnaby State BC ZIP V5H 1Z6  
Phone \_\_\_\_\_

## Misc

Date 31/10/2011  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Oct 2011 - Consulting work	\$20,000.00	\$ 20,000.00
-3	Days not worked (Oct 3, 4 & 21st)	\$ 952.38	\$ (2,857.14)
1	Car allowance - Oct	\$ 600.00	\$ 600.00

Payment Check

## Comments

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

Tax Rate(s)

SubTotal	\$ 17,742.86
Shipping	\$ 2,129.14
TOTAL	\$ 19,872.00

Office Use Only

Due upon receipt

Thank you

B. AC  
pay 9/6/9

**Section C. Documents**

## CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (the "Agreement") dated this 5<sup>th</sup> day of May, 2011 ("Effective Date"):

Between: **IMOGO MOBILE TECHNOLOGIES CORP.** having its business address at 203-4211 Kingsway, Burnaby, BC V5H 1Z6

("IMOGO")

And: **CAVALIERE FINANCIAL & MANAGEMENT INC.**, (represented by Renato Cavaliere, President/Owner) having an address at 11127 163A Street, Surrey, BC V4N 4R8

("CFMI" and/or "Renato")

**WHEREAS** IMOGO wishes to engage Renato Cavaliere as a President for IMOGO through a three month contractual agreement with CFMI in accordance with the terms and conditions herein;

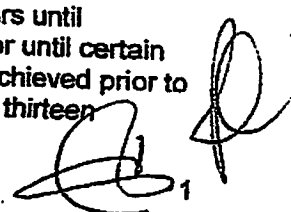
**NOW THEREFORE** with the consideration and mutual covenants contained herein, the parties agree that the following terms and conditions shall apply to the relationship:

### **EMPLOYMENT**

1. IMOGO hereby contracts with CFMI to name Renato Cavaliere as President for IMOGO for a three month contractual period. He is to undertake the duties and responsibilities described in Schedule A attached hereto ("Duties and Responsibilities") in accordance with the terms of this Agreement effective March 21<sup>st</sup>, 2011.
2. Renato shall report to the CEO and Board of Directors (BOD) in the performance of the Duties and Responsibilities herein under.
3. The term of this Agreement shall be for a twelve month period ending July 31, 2012. ("Term") and may be renewed or modified upon mutual agreement of both parties.

### **COMPENSATION**

4. IMOGO shall pay CFMI a monthly fee of ten thousand five hundred dollars until September 30, 2011 based on three days or 24 hours of work per week or until certain revenues are achieved, whichever comes first. If certain revenues are achieved prior to September 30, 2011 then the compensation will immediately increase to thirteen

  
C. Document 3  
page 2 of 35

thousand five hundred dollars. On October 1, 2011 IMOGO shall pay CFMI a monthly fee of twenty thousand dollars per month for the remainder of this contract. During this time, all business expenses including but not limited to cell phone, parking, and car allowance are to be paid by IMOGO and will be billed by CFMI on a monthly basis.

5. Further compensation increases shall be based on agreed to performance milestones and approval of the CEO and/or BOD.
6. With regard to securing orders and business arrangements that result in revenues, private placement investment and investment financing that is a result of or directly attributed to the efforts of Renato and CFMI, Imogo shall pay CFMI a finder's fee of up to 10% of the net funds received and being on bank deposit. The finder's fee compensation percentage will vary based on the transaction structure and any additional fees or compensation to third parties that may be required for each individual business transaction.
7. Imogo agrees that Renato/CFMI will be issued common shares and offered stock options upon a mutually agreed upon schedule as per Appendix 1.
8. After a full twelve month period with IMOGO, CFMI or Renato will be entitled to other benefits as may be offered to the employees of IMOGO by the Board.
9. IMOGO shall also pay Renato/CFMI for any reasonable out-of-pocket expenses arising from the performance of the Duties and Responsibilities in accordance with IMOGO's corporate policies and procedures and Renato/CFMI shall provide a monthly summary of expenses with receipts to IMOGO. These expenses include but are not limited to cell phone, parking, mileage and car allowance.

#### INTELLECTUAL PROPERTY, NON-COMPETITION AND CONFIDENTIALITY

10. CFMI agrees that all right, title, and interest in and to intellectual property, including but not limited to all technical reports, business processes, business methods, know-how, designs, drawings, and financial, commercial or technical information in any form, written materials, data bases, plans, diagrams, drawings, models, and other things which he may conceive, develop or contribute to or reduce to practice arising from the performance of the Duties and Responsibilities by Renato as President of IMOGO which: (a) relates, directly or indirectly, to IMOGO's present or foreseeable business, research or development; or (b) results from work performed by him for IMOGO; or (c) is created or made using any equipment, supplies, facilities, resources, or confidential information of IMOGO, whether or not made during or after office hours, or on, or off IMOGO's premises, or alone or with others is hereinafter referred to as the "Developments". These Developments shall be the sole property of IMOGO and its assigns, and IMOGO and its assigns shall be the sole owner of all intellectual property rights, including but not limited to copyrights, trade marks (word marks, design marks, certification or service marks), trade secrets, and other rights in connection therewith the Developments. Renato agrees to assign, grant and convey to IMOGO any rights Renato may have or acquire in the intellectual property and intellectual property rights of the Developments and where applicable to ensure Renato has executed appropriate assignments. Renato irrevocably and unconditionally waives any moral rights he may

have now or in the future in any Developments and to ensure that Renato executes all appropriate waivers any and all moral rights in favour of IMOGO. Renato further agrees, as to all such intellectual property and intellectual property rights, to assist IMOGO in every proper way (at IMOGO's expense) to obtain and from time to time enforce copyrights, trade marks, trade secrets, or other protection, on said intellectual property in any and all countries, and to that end he will execute all documents for use in applying for and obtaining such protection and enforcing same, as IMOGO may desire, together with any assignments thereof to IMOGO or persons designated by it.

11. Renato agrees to perform the Duties and Responsibilities in accordance with generally accepted industry standards and during the term of this Agreement not to engage in any other business activity that would directly or indirectly compete or conflict with the business of IMOGO.
12. Renato agrees to be bound by the confidentiality policies and procedures of IMOGO, and that Renato will execute any and all instruments to protect the confidential information of IMOGO.

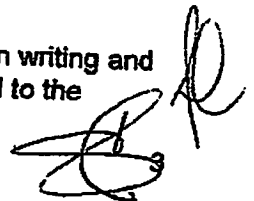
#### TERMINATION

13. This Agreement is for a twelve months ending July 31, 2012. Either party may terminate the arrangement with ninety (90) days written notice.
14. This Agreement will terminate immediately in the event of cessation of business, bankruptcy or insolvency of IMOGO or for just cause in the event that the CEO believes that CFMI has acted in a manner that is illegal or fundamentally breached its obligations under this Agreement. In the event that the Agreement is terminated for just cause by the CEO, then CFMI shall not be entitled to any further payment of the Salary.
15. In the event of termination for any reason, CFMI agrees to return all materials and documentation relating to IMOGO's business, work or investigations prepared, used or possessed by him or under his control arising from the performance of the Duties and Responsibilities which will be and remain the sole and exclusive property of IMOGO.

#### GENERAL TERMS

16. Obligations – CFMI will bill IMOGO on a bi-monthly basis for services rendered at the rate discussed above. CFMI will be responsible for the payment of all taxes including WCB income tax and other applicable taxes associated with payroll. CFMI will send in a monthly tally of expenses to be paid.
17. Entire Agreement - This Agreement and the schedules attached hereto contain all the terms and conditions relating to the employment of CFMI with IMOGO and supersede all previous agreements relating thereto.
20. Amendments and Modifications - Any further amendment, modification or variation hereof shall be valid only if it is in writing signed by all the parties hereto.
21. Notices - Formal notices required or permitted by this Agreement shall be in writing and shall be delivered by email, hand, by facsimile, or by double registered mail to the

C. Pay 3.635




addresses provided hereinunder.

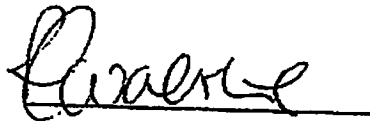
22. **Governing Law** - This Agreement and all matters arising hereunder shall be interpreted and construed in accordance with the laws of the Province of British Columbia and the laws of Canada as applicable. The parties to this Agreement consent to the jurisdiction of the Supreme Court of British Columbia and the Federal Court of Canada as applicable.
23. **No Assignment** - This Agreement and the rights and obligations herein shall not be assigned by Renato to any other party without the express written consent of IMOGO and any attempted assignment shall be considered to be void and of no force and effect.
24. **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.
25. **Survival** - The obligations hereinunder respecting the ownership and use of intellectual property and confidentiality survive the termination of this Agreement.
26. **Counterparts** - This Agreement may be executed in counterparts by the parties, each of which shall constitute an original instrument for the purposes of this Agreement.

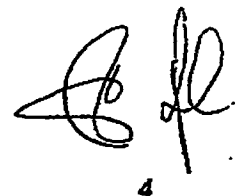
Dated at Vancouver, British Columbia, this 5<sup>th</sup> day of May, 2011.

ACCEPTED AND AGREED TO:  
Imogo Mobile Technologies Corp.  
By:

  
Authorized Signatory

ACCEPTED AND AGREED TO:  
By: Renato Cavaliere, President/Owner, CFMI





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## SCHEDULE A

### DUTIES AND RESPONSIBILITIES OF THE PRESIDENT

The President will be responsible for the coordination and execution of all the operations, sales, marketing, technology and research and development, staff and personal projects related to the Imogo business solutions for Imogo Mobile Technologies Corp. (the "Company"). The President will report to the CEO and BOD and will have his performance based on the goals, milestones, objectives and priorities as mutually agreed upon.

The roles and responsibilities of the President shall include but not be limited to the following items:


- Design end-to-end business solutions and services to achieve the organization's business objectives.
- Develop and implement an efficient process to meet business requirements within prescribed timeframe.
- Oversee all operations, employees, staff and contractors performance of and operations to ensure products and services are delivered with the budget and timeframe.
- Manage all IT projects and technology development to and ensure compliance to all budgets and deliver project as per schedule.
- Develop and implement business optimization strategies within budget and schedule.
- Provide effective production support to resolve any issues with service providers to minimize risk factors.
- Manage all communication and negotiate with vendor agencies to obtain IT solutions at best values and benefits.
- Ensure that all lines of business within an organization are running efficiently and within the budget set forth by the CEO, board of directors and finance director.
- Devise a strategic plan with an emphasis on cost management that will generate revenues, create new opportunities for business create a market share advantage and help the company to remain competitive in the marketplace.
- The company president will work closely and in direct alignment with the strategic mergers and acquisitions department to spot opportunities in the marketplace wherein the company may be in a position to acquire a business or a competitor, over others.
- Work with the CEO to oversee the company's investor relations department, shareholder and public communications, financial statements, analyst conference calls, creating company and performance objectives, evaluating high- or low-performing businesses and teams, appearing in news media to proactively represent the company, attending

C. pag 54 35



and participating in special events for or to generate new business with clients and having a strong managerial presence in all operations.

- Assist in developing philanthropic projects

Handwritten signature or initials, possibly "L.A. 11" or similar, with a stylized flourish.

## APPENDIX 1 - PERFORMANCE MILESTONES

This schedule is as follows:

1. 100,000 shares will be signed over on August 1, 2011 to CFMI. ~~These will come from Stewart Irvine's escrow account.~~
2. When the company hits the breakeven point, CFMI will automatically be awarded 5% of the company inclusive of the 100,000 shares issued. Breakeven is defined as achieving a Gross Margin of \$100,000 per month.
3. 180 days after breakeven as defined in point 2 above, CFMI will be awarded 5% based on certain measureable objectives to be determined with the CEO
4. 180 days after point 3 above, an additional 5% will be awarded to CFMI based on certain measureable objectives to be determined with the CEO
5. IMOGO will guarantee that CFMI will own equity in the company that will never be diluted below 15% of the outstanding shares. These shares cannot be diluted to a lower percentage.



C. Page 7 of 35

A handwritten signature in black ink, consisting of a stylized capital 'A' followed by a cursive 'B' and a checkmark-like flourish.

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## SCHEDULE B – CONFIDENTIALITY AGREEMENT

WHEREAS this Confidentiality Agreement (the "Agreement") is entered into between IMOGO and Renato, WHEREAS of Imogo Mobile Technologies Corp. ("IMOGO") as defined in this Agreement and provided to Renato ("Renato") in her capacity, as the President for IMOGO;

WHEREAS this confidential information must be kept confidential as it is an extremely valuable asset to IMOGO's business' services and products.

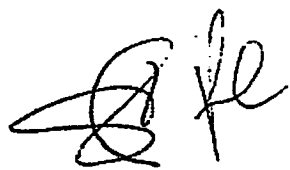
THEREFORE in consideration of the disclosure of the confidential information associated with the employment contract, the compensation received Renato from IMOGO from time to time, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee agrees as follows:

### A. DEFINITION OF CONFIDENTIAL INFORMATION

1. Renato agrees that in this Agreement, "Confidential Information" means information relating to existing and potential services and products, past, current and planned research, client and other databases, software programs, source documents and development tools, information concerning business plans, budgets, unpublished financial statements, skills and compensation of other employees, distribution, marketing, pricing and sales policies, costing information, costing techniques, costing concessions, IMOGO, Renato's and addresses of customers, buying habits and preferences of customers, and addresses of suppliers and prices charged by suppliers and published or unpublished intellectual property, including but not limited to patents, copyright, trademarks, trade secrets, and industrial designs which may be disclosed in the course of the performance of the Duties and Responsibilities which is not generally known or ascertainable. Renato acknowledges that the foregoing is intended to be illustrative and that other confidential information may exist or arise in the future.
2. Confidential Information does not include information which Renato establish was: known to them before it was disclosed to them by IMOGO and before it was developed by them for IMOGO; obtained by them from a third party on a non-confidential basis; or known to the public by means other than the breach of this Agreement, but only after that information has become known to the public.

### B. DEFINITION OF PERMITTED ACTIVITIES

1. Renato agrees that any use of Confidential Information disclosed to Renato by IMOGO shall be for the sole purpose of completing the Duties and Responsibilities and Renato's roles and responsibilities as President.
2. Renato agrees not to use the Confidential Information, or any part of it, for any other purpose whatsoever except for IMOGO business.

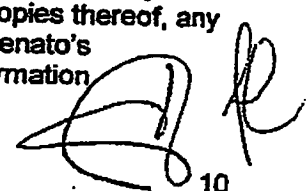


C. NATURE OF THE CONFIDENTIAL RELATIONSHIP

1. Renato's relationship with IMOGO creates a relationship of confidence and trust between Renato and IMOGO with respect to any information:
  - (a) applicable to the business of IMOGO; or
  - (b) applicable to the business of any client or customer of IMOGO which may be made known to Renato by IMOGO or by any client or customer of IMOGO.
2. IMOGO possesses and will continue to possess information that has been created, discovered, developed, or otherwise become known to IMOGO and/or in which property rights have been assigned or otherwise conveyed to IMOGO, which information has commercial value to IMOGO. All such information is called "Confidential Information" in this Agreement.

D. NON-DISCLOSURE

1. At all times, both during and after Renato's agreement with IMOGO, Renato will keep in confidence and trust all Confidential Information. Renato will not use or disclose any Confidential Information for Renato's own benefit or for any other purpose, except as authorized in writing by IMOGO and only as necessary to perform Renato's obligations to IMOGO.
2. Renato shall not (except in accordance with his Duties and Responsibilities or as expressly permitted by IMOGO in writing) at any time subsequent to Renato's agreement with IMOGO:
  - (a) disclose, or authorize the disclosure, to anyone other than authorized officers or employees of IMOGO any Confidential Information of IMOGO;
  - (b) use for non- IMOGO purposes or other non-permitted purposes any of IMOGO's Confidential Information or Confidential Information of its affiliates or related companies worldwide or any information disclosed to IMOGO by a third party in circumstances which oblige IMOGO to protect such information from unauthorized use and/or disclosure.
3. Except upon the express authorization or direction by IMOGO, Renato shall not at any time after the employment agreement with IMOGO is terminated, for any reason or cause, disclose to or discuss with any other person in any manner any Confidential Information or anything directly relating thereto, except as may be necessary in the ordinary course of performing Renato's roles and responsibilities for IMOGO.
4. If Renato's agreement expires or is terminated by IMOGO for any reason, or upon IMOGO's written request, whichever is first, Renato will promptly deliver to IMOGO all documents, data and any other materials, of any nature, pertaining to IMOGO, any information or materials provided to Renato by IMOGO, including all copies thereof, any materials arising out of the foregoing and all materials of any kind in Renato's possession or control which contain or pertain to any Confidential Information

Handwritten signature and initials, possibly "AR", in dark ink.

E. OWNERSHIP OF CONFIDENTIAL PROPERTY

All Confidential Information shall be the sole property of IMOGO and its assigns. IMOGO and its assigns shall be the sole owner of all patents, copyrights, industrial design registrations and other rights respecting Confidential Information. Renato hereby assigns to IMOGO any and all rights Renato may have or acquire in any Confidential Information.

F. BREACH

Renato acknowledges that due to the special character of the Confidential Information and of Renato's involvement therewith, a breach of Renato's obligations under this Agreement would be so injurious to IMOGO that monetary damages would not be an adequate remedy. In the event of a breach or a threatened breach of any term of this Agreement by Renato, IMOGO shall, in addition to and not in substitution for any other remedy at any time available to it in respect of such breach or threatened breach, be entitled to injunctive relief that restrains Renato or any other person from committing or continuing such breach, without showing or providing any actual or threatened damage to IMOGO notwithstanding any rule of law or equity to the contrary.

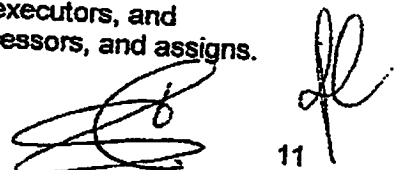
Renato agrees that she will not oppose any application by or on behalf of IMOGO to the courts for an injunction or other equitable remedies to enforce the provisions of this agreement on the basis that damages would be a satisfactory or sufficient remedy. The various rights and remedies of IMOGO herein are cumulative and are in addition to any rights it may otherwise have in law or equity. Renato agrees that her sole and exclusive remedy against IMOGO will be limited to monetary damages and Renato will not make any claim in respect of any rights to or interest in any Company Confidential Information or Developments. No claim or cause of action by Renato against IMOGO whether predicated on this agreement or otherwise, shall constitute a defense or bar to the enforcement by IMOGO of the covenants and/or restrictions set out in this agreement.

G. ACKNOWLEDGMENT

Renato acknowledges that the restrictions and prohibitions herein are reasonable and proper based on (i) the nature of IMOGO's business, and (ii) the fact that knowledge of IMOGO's business and Company Confidential Information will be acquired by Renato through his agreement with IMOGO and the disclosure and use of such would be of benefit to a like or similar business and prejudicial to IMOGO.

H. GENERAL

1. The headings in this Agreement do not form part of this Agreement and shall not be used to construe the meaning of any term of this Agreement.
2. This Agreement shall be effective as of the first day of the Management Services Agreement or this Agreement or on the first day that Renato receives a disclosure of any of the Confidential Information, whichever is first.
3. This Agreement shall be binding upon Renato, Renato's heirs, executors, and administrators and shall enure to the benefit of IMOGO, its successors, and assigns.




Renato is not at liberty to assign Renato's obligations under this Agreement.

5. If any provision of this Agreement or any part of any provision of this Agreement is held by a court of competent jurisdiction, after appeals therefrom have been exhausted, to be unenforceable then the remainder of this Agreement shall continue to be of full force and effect.
6. This Agreement shall be governed and construed according to the law of the Province of British Columbia.
7. This Agreement constitutes the entire agreement between the parties with respect to confidentiality. Any amendments to this Agreement must be in writing and agreed to by the parties.
8. Renato's obligations under this agreement shall apply both during the term of Renato's agreement with IMOGO and thereafter without limitation in time (unless otherwise specified herein) and shall survive the variation, renewal, extension or termination of this Agreement or Renato's agreement with IMOGO.
9. This Agreement shall enure to the benefit of and be binding upon each party and its heirs, executors, administrators, successors and assigns.
10. This Agreement shall supersede any and all previous oral or written communications, discussions or agreements between Renato and IMOGO relating to the general subject matter addressed herein.
11. Renato shall reaffirm this Agreement or execute such further or other agreements with respect to the general subject matter addressed herein as IMOGO or an Affiliate Company may from time to time require.

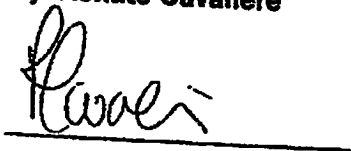
**MY SIGNATURE HEREUNDER INDICATES UNDERSTANDING AND ACCEPTANCE OF THE ABOVE AND AN ACKNOWLEDGMENT OF RECEIPT OF A COPY OF THIS AGREEMENT.**

Dated at Vancouver, British Columbia, this 5<sup>th</sup> day of May, 2011

ACCEPTED AND AGREED TO:  
Imogo Mobile Technologies Corp.  
By:

  
Authorized Signatory

ACCEPTED AND AGREED TO:  
By: Renato Cavaliere



EMAIL #1

Page 1 of 3

Renato Cavaliere

From:  
Sent:  
To:  
Subject:

Renato Cavaliere [renato@contractexecutive.com]  
November-03-11 10:09 AM  
'Stewart Irvine'  
FW: Quick follow up

What are you planning on doing here Stewart?

Renato

-----Original Message-----

From: Renato Cavaliere [mailto:renato@imogo.com]  
Sent: November-02-11 3:51 PM  
To: Stewart Irvine  
Subject: Re: Quick follow up

Stewart-

After I thought about everything, I was not happy with how you dealt with me.

Just read your response about paying me in full on OCT 31, this is what I was expecting based on your word.

If you had no intention of paying me in full, why would you send that email.

This seems to happen every month as I have to chase you. This is very demotivating.

I can't work for free and can't feed my family on a hope and promise.

Again, once you pay in full we can proceed.

Renato

----- Original Message -----

From: Stewart Irvine  
Sent: Wednesday, November 02, 2011 08:57 AM  
To: Renato Cavaliere  
Subject: RE: Quick follow up

Hi Renato;

As you know the current cash/finances of the company are extremely tight and we are not in the position to issue a check; Phil has not been as proactive as I/we had originally expected, but I'm not making the same mistake that I did with Gavin and I've got to get this investor package done so I can get in front of new investors and ask for money. With regard to your \$14K balance, I thought we shook hands on an understanding yesterday afternoon that as soon as new money comes in this month you will be caught up. I'm confused with your posture as a number of times over the last couple of weeks I've kindly requested you to forward me the last iteration of Ex summary and proforma, which on Friday you said you'd forward it to me. You know that I'm doing everything that I can to keep this company moving forward and more importantly honor my obligations and financial commitments. I'd appreciate it if you could help me.

Thanks



Stewart

Email #1

Page 2 of 3

Stewart Irvine | CEO  
Imogo Mobile Technologies Corp  
[stewart@imogo.com](mailto:stewart@imogo.com)  
Office | 604.638.8186 Xtn 1001

-----Original Message-----

From: Renato Cavaliere  
Sent: Wednesday, November 02, 2011 8:13 AM  
To: Stewart Irvine  
Subject: FW: Quick follow up

Stewart,

In the attached email you stated I would be paid in full on October 31st.

The balance owing to October 31, 2011 is \$14,570.82. This will need to be paid in full before I do any further work.

Renato

-----Original Message-----

From: Stewart Irvine  
Sent: Tuesday, October 25, 2011 10:48 AM  
To: Renato Cavaliere  
Subject: RE: Quick follow up

I agree; and yes

Stewart Irvine | CEO  
Imogo Mobile Technologies Corp  
[stewart@imogo.com](mailto:stewart@imogo.com)  
Office | 604.638.8186 Xtn 1001

-----Original Message-----

From: Renato Cavaliere  
Sent: Tuesday, October 25, 2011 10:46 AM  
To: Stewart Irvine  
Subject: Quick follow up

Stewart-

We didn't address October invoice and expenses.

We should finish October as per the agreement and in Nov/Dec/Jan move it to the new agreement.

Are you in agreement with that?

And can you afford to pay me at Month end?

Renato

pay 3000

C. pay 15635

Renato Cavaliere

Email #2

Page 1 of 1

From: Renato Cavaliere [mailto:renato@contractexecutive.com]  
Sent: November-07-11 6:32 PM  
To: 'Stewart Irvine'  
Subject: RE: Press release?

I didn't say that to anyone..

I asked how to turn my calendar off as i was moving my BB calendar to another system.

There are files in the cloud that i have not moved yet.

-----Original Message-----

From: Stewart Irvine [mailto:stewart@imogo.com]  
Sent: November-07-11 6:15 PM  
To: [renato@contractexecutive.com](mailto:renato@contractexecutive.com)  
Subject: Re: Press release?

Yes, I thought you wanted it off as I was told you were redirecting - do you want it on ?  
Sent by Secure ImogoMail

----- Original Message -----

From: Renato Cavaliere [mailto:renato@contractexecutive.com]  
Sent: Monday, November 07, 2011 06:08 PM  
To: Stewart Irvine  
Subject: Re: Press release?

Did u have my portal turned off?

-----Original Message-----

From: Stewart Irvine  
To: Renato A Cavaliere  
Subject: Re: Press release?  
Sent: Nov 7, 2011 6:07 PM

I'm working on it - right now I'm driving - Sent by Secure ImogoMail

----- Original Message -----

From: Renato Cavaliere [mailto:renato@contractexecutive.com]  
Sent: Monday, November 07, 2011 06:01 PM  
To: Stewart Irvine  
Cc: Ken Maude <[kmaude@kmaude.com](mailto:kmaude@kmaude.com)>  
Subject: Press release?

What's the status of this Stewart?

Renato

Sent from my BlackBerry device on the Rogers Wireless Network

Sent from my BlackBerry device on the Rogers Wireless Network

C. Page 1 of 35

BETWEEN

**Imogo Mobile Technologies Corp.**  
202-26 Lorne Mews  
New Westminster, British Columbia V3M 3L7

(hereinafter called the "Debtor")

- and -

**Olaf Herman Nilsson**  
216-1027 Davie Street  
Vancouver, British Columbia V6E 4L2

(hereinafter referred to as the "Creditor")

-and -

**Stewart Irvine**  
26123 126 Avenue  
Maple Ridge, British Columbia V2W 1C4

(hereinafter referred to as the "Guarantor").

WHEREAS the Debtor is indebted to the Creditor in respect of various amounts;

AND WHEREAS the Debtor agrees that it is in the best interests of the Debtor to provide security to the Creditor in respect of the amounts owing by the Debtor to the Creditor;

AND WHEREAS the Debtor and the Creditor agree that such security should be granted to the Creditor in a comprehensive and complete form, charged against all of the undertaking and assets of the Debtor;

AND WHEREAS the Guarantor, if any, has entered into this agreement in order to induce the Creditor to continue to deal with the Debtor and shall cure any default of the Debtor upon demand of the Creditor;

AND WHEREAS this agreement is meant to replace the General Security Agreement of June 4, 2009 between the parties and attached hereto:

In consideration of the premises, the covenants contained herein, the sum of ONE DOLLARS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

C. page 17 of 35

2. The Debtor hereby grants to the Creditor, by way of mortgage, charge, assignment, and transfer, a security interest (hereinafter referred to as the "Security Interest") in the undertaking of the Debtor and in all goods (including all parts, accessories, special tools, additions and accessions thereto), chattel paper, documents of title (whether negotiable or not), instruments, intangibles and securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such and same as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accessions thereto and substitutions therefor (hereinafter collectively called the "Collateral") including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor;

(a) All inventory of whatever kind and wherever situate (hereinafter called "Inventory");

(b) All equipment (other than inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

(c) All book accounts, and book debts and generally all accounts, debts, dues, claims, chooses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due or owned by the Debtor (hereinafter called the "Debt");

(d) All deeds, documents, writings, papers, books of account and other books relating to or being records of debts, chattel paper or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(e) All contractual rights and insurance claims and all goodwill, patents, trade marks, copyrights, and other industrial or intellectual property;

(f) All monies other than trust monies lawfully belonging to others;

(g) All property described in any schedule now or hereafter annexed hereto.

3. The security interest granted by the Debtor to the Creditor shall not extend to or apply to, and the collateral shall not include, the last day of any term of lease or agreement for lease.

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interest thereon and costs of collection thereof, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or with others and whether as principal or surety (hereinafter collectively called the "indebtedness").

5. The Creditor, in its sole discretion, may declare all or any part of the indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of a default as defined below, or if the Creditor believe in good faith that the prospect of payment of all or any part of the indebtedness or performance of the Debtor's obligations under this agreement or any other agreement now or hereafter in effect between the Debtor and the Creditor is impaired. The provisions of this clause shall not affect the right of the Creditor with respect to indebtedness which may now or hereafter be payable on demand.

6. The happening of any of the following events or the fulfilling of any of the following events shall constitute default hereunder (hereinafter called "Default"):

(a) failure to pay when due, whether by acceleration or otherwise, any principal or interest forming part of the indebtedness or any failure of the Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this security agreement or any other agreement between the Debtor and the Creditor;

(b) the bankruptcy or insolvency of the Debtor including the filing against the Debtor of a petition in bankruptcy, the making of an assignment for the benefit of any creditors of the Debtor, the appointment of a receiver or trustee for the Debtor or for any assets of the Debtor or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy Act or otherwise;

(c) the institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation or settlement or claim against or winding up affairs of the Debtor;

(d) any encumbrance affecting collateral becoming enforceable against the collateral;

(e) if the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;

thereof.

7. Upon default the Creditor may appoint by instrument in writing any person to be a receiver and manager of the collateral and may remove any receiver so appointed and appoint another in his stead. Any such receiver shall, so far as responsibility for his acts is concerned, be deemed to be the agent of the Debtor and not of the Creditor and the Creditor shall not in any way be responsible for any misconduct, negligence or nonfeasance on the part of any such receiver, his servants, agents or employees.

Subject to the provisions of the instrument appointing him any such Receiver shall have the power to take possession of the collateral, to preserve the collateral of its value, to carry on or concur in the carrying on of all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in the selling, leasing or other disposition of the collateral.

To facilitate the foregoing powers any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor wherein the collateral may be situated, maintain collateral upon such premises, borrow money on a secured or unsecured basis and use collateral directly in carrying on the Debtor's business or as security for loans or advances to enable him to carry on the Debtor's business or otherwise as such Receiver shall, in his sole discretion, determine.

Except as may be otherwise directed by the Creditor, all monies received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Creditor. Every such receiver may, in the discretion of the Creditor, be vested with all or any of the rights and powers of the Creditor.

8. Upon default the Creditor may, either directly or through its agents or nominees, exercise all of the powers and rights given to a Receiver by virtue of the foregoing section.

9. The Creditor may take possession of, collect, demand, sue on, enforce, recover and receive collateral and give valid and binding receipts and discharges therefor and with respect thereof and upon default, the Creditor may sell, lease or otherwise dispose of collateral in such manner, at such time or times and place or places and for such consideration and upon such terms and conditions as to the Creditor may seem reasonable.

10. In the event any provision of this security agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this security agreement shall remain in full force and effect.

C. pay 2013

partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Further, the Creditor may remedy any default of the Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving any other prior or subsequent default of the Debtor. All rights and remedies of the Creditor granted or recognized herein are cumulative and may be exercised any time and from time to time independently or in combination.

12. This security agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Creditor and is, and is intended to be, a continuing security agreement and shall remain in full force and effect until the Creditor shall in writing discharge the security agreement.

13. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

14. This security agreement and the transaction as evidenced hereby shall be governed by and construed in accordance with the laws of the Province of British Columbia.

EXECUTED at the City of NEW WESTMINSTER

this day of 16 month of July, 2004.

The Debtor

The Creditor

**IMOGO MOBILE TECHNOLOGIES CORP.**

  
PER: Stewart Irvine, CEO

  
Olaf Herman Nilsson

The Guarantor

  
Stewart Irvine

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## GENERAL SECURITY AGREEMENT

BETWEEN:

**Imogo Mobile Technologies Corp.**  
202-26 Lorne Mews  
New Westminster, British Columbia V3M 2M1

(hereinafter called the "Debtor")

- and -

**Olaf Herman Nilsson**  
216-1027 Davie Street  
Vancouver, British Columbia V6E 4L2

(hereinafter referred to as the "Creditor")

-and -

**Stewart Irvine**  
26123 126 Avenue  
Maple Ridge, British Columbia V2W 1C4

(hereinafter referred to as the "Guarantor").

WHEREAS the Debtor is indebted to the Creditor in respect of various amounts;

AND WHEREAS the Debtor agrees that it is in the best interests of the Debtor to provide security to the Creditor in respect of the amounts owing by the Debtor to the Creditor;

AND WHEREAS the Debtor and the Creditor agree that such security should be granted to the Creditor in a comprehensive and complete form, charged against all of the undertaking and assets of the Debtor;

AND WHEREAS the Guarantor, if any, has entered into this agreement in order to induce the Creditor to continue to deal with the Debtor and shall cure any default of the Debtor upon demand of the Creditor;

AND WHEREAS this agreement is meant to replace the General Security Agreement of June 4, 2009 between the parties and attached hereto:

In consideration of the premises, the covenants contained herein, the sum of ONE DOLLARS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Ag 09

C. page 22 of 35

1. The parties agree that each of the above recitals is true in substance and in fact and shall form part of this Agreement.

2. The Debtor hereby grants to the Creditor, by way of mortgage, charge, assignment, and transfer, a security interest (hereinafter referred to as the "Security Interest") in the undertaking of the Debtor and in all goods (including all parts, accessories, special tools, additions and accessions thereto), chattel paper, documents of title (whether negotiable or not), instruments, intangibles and securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such and same as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accessions thereto and substitutions therefor (hereinafter collectively called the "Collateral") including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor;

(a) All inventory of whatever kind and wherever situate (hereinafter called "Inventory");

(b) All equipment (other than inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

(c) All book accounts, and book debts and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due or owned by the Debtor (hereinafter called the "Debt");

(d) All deeds, documents, writings, papers, books of account and other books relating to or being records of debts, chattel paper or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(e) All contractual rights and insurance claims and all goodwill, patents, trade marks, copyrights, and other industrial or intellectual property;

(f) All monies other than trust monies lawfully belonging to others;

(g) All property described in any schedule now or hereafter annexed hereto.

3. The security interest granted by the Debtor to the Creditor shall not extend to or apply to, and the collateral shall not include, the last day of any term of lease or agreement for lease.

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4. The security interest granted by the Debtor to the Creditor hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Creditor, including interest thereon and costs of collection thereof, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or with others and whether as principal or surety (hereinafter collectively called the "indebtedness").

5. The Creditor, in its sole discretion, may declare all or any part of the indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of a default as defined below, or if the Creditor believe in good faith that the prospect of payment of all or any part of the indebtedness or performance of the Debtor's obligations under this agreement or any other agreement now or hereafter in effect between the Debtor and the Creditor is impaired. The provisions of this clause shall not affect the right of the Creditor with respect to indebtedness which may now or hereafter be payable on demand.

6. The happening of any of the following events or the fulfilling of any of the following events shall constitute default hereunder (hereinafter called "Default"):

(a) failure to pay when due, whether by acceleration or otherwise, any principal or interest forming part of the indebtedness or any failure of the Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this security agreement or any other agreement between the Debtor and the Creditor;

(b) the bankruptcy or insolvency of the Debtor including the filing against the Debtor of a petition in bankruptcy, the making of an assignment for the benefit of any creditors of the Debtor, the appointment of a receiver or trustee for the Debtor or for any assets of the Debtor or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy Act or otherwise;

(c) the institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation or settlement or claim against or winding up affairs of the Debtor;

(d) any encumbrance affecting collateral becoming enforceable against the collateral;

(e) if the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;

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(1) if any execution or other process of any court becomes enforceable against the Debtor or if a distress or any other process is levied against the assets of the Debtor or any part thereof.

7. Upon default the Creditor may appoint by instrument in writing any person to be a receiver and manager of the collateral and may remove any receiver so appointed and appoint another in his stead. Any such receiver shall, so far as responsibility for his acts is concerned, be deemed to be the agent of the Debtor and not of the Creditor and the Creditor shall not in any way be responsible for any misconduct, negligence or nonfeasance on the part of any such receiver, his servants, agents or employees.

Subject to the provisions of the instrument appointing him any such Receiver shall have the power to take possession of the collateral, to preserve the collateral of its value, to carry on or concur in the carrying on of all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in the selling, leasing or other disposition of the collateral.

To facilitate the foregoing powers any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor wherein the collateral may be situate, maintain collateral upon such premises, borrow money on a secured or unsecured basis and use collateral directly in carrying on the Debtor's business or as security for loans or advances to enable him to carry on the Debtor's business or otherwise as such Receiver shall, in his sole discretion, determine.

Except as may be otherwise directed by the Creditor, all monies received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Creditor. Every such receiver may, in the discretion of the Creditor, be vested with all or any of the rights and powers of the Creditor.

8. Upon default the Creditor may, either directly or through its agents or nominees, exercise all of the powers and rights given to a Receiver by virtue of the foregoing section.

9. The Creditor may take possession of, collect, demand, sue on, enforce, recover and receive collateral and give valid and binding receipts and discharges therefor and with respect thereof and upon default, the Creditor may sell, lease or otherwise dispose of collateral in such manner, at such time or times and place or places and for such consideration and upon such terms and conditions as to the Creditor may seem reasonable.

10. In the event any provision of this security agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this security agreement shall remain in full force and effect.

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11. No delay or omission by the Creditor in exercising any right or remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Further, the Creditor may remedy any default of the Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving any other prior or subsequent default of the Debtor. All rights and remedies of the Creditor granted or recognized herein are cumulative and may be exercised any time and from time to time independently or in combination.

12. This security agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Creditor and is, and is intended to be, a continuing security agreement and shall remain in full force and effect until the Creditor shall in writing discharge the security agreement.

13. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

14. This security agreement and the transaction as evidenced hereby shall be governed by and construed in accordance with the laws of the Province of British Columbia.

EXECUTED at the City of \_\_\_\_\_  
this day of \_\_\_\_\_ month of \_\_\_\_\_, 200\_\_\_\_.

The Debtor

The Creditor

**IMOGO MOBILE TECHNOLOGIES CORP.**

**PER: Stewart Irvine, CEO**

**Olaf Herman Nilsson**

The Guarantor

**Stewart Irvine**

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**Renato Cavaliere**

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**From:** Rowland Hanson [rhanson@thehmccompany.com]  
**Sent:** November-04-11 3:54 PM  
**To:** Renato Cavaliere  
**Subject:** Fwd: Invoices from Hanson Maslen

See below & attached. This does not include what he owes my brother & the best biz dev person that ever worked for me.

Begin forwarded message:

**From:** Donna Frawley <DFrawley@HansonMaslen.com>  
**Date:** January 29, 2009 12:19:24 PM PST  
**To:** Stewart Irvine <stewart@imogo.com>, Rowland Hanson  
**Subject:** re: Invoices from Hanson Maslen

Stewart, Attached are our current invoices and a statement for your convenience.

Thank you for your prompt attention to this matter and if possible please let me know when I may expect payment.

Have a great month.

Donna  
425 296 4190

Simon Masien Claesson Company LLC - Consulting  
PMB 519 - 218 Main Street  
Kirkland, WA 98033

# Statement

Date
01/29/2009

To:
Imogo

Amount Due	Amount Enc.
\$101,190.95	

Date	Transaction	Amount	Balance
10/28/2008	INV #IMO 10. Due 10/28/2008. Orig. Amount \$1,123.69.	1,123.69	1,123.69
11/25/2008	INV #IMO 11. Due 11/25/2008. Orig. Amount \$10,000.00.	10,000.00	11,123.69
11/25/2008	INV #IMO 13. Due 11/25/2008. Orig. Amount \$3,000.00.	3,000.00	14,123.69
12/30/2008	INV #IMO 16. Due 12/30/2008. Orig. Amount \$10,000.00.	10,000.00	24,123.69
12/30/2008	INV #IMO 17. Due 12/30/2008. Orig. Amount \$3,000.00.	3,000.00	27,123.69
01/29/2009	INV #IMO 20. Due 01/29/2009. Orig. Amount \$10,000.00.	10,000.00	37,123.69
01/29/2009	INV #IMO 22. Due 01/29/2009. Orig. Amount \$3,000.00.	3,000.00	40,123.69
	Imogo - Accrual Services-		
08/29/2008	INV #IMO 03. Due 08/29/2008. Orig. Amount \$10,000.00.	10,000.00	50,123.69
09/30/2008	INV #IMO 06. Due 09/30/2008. Orig. Amount \$10,000.00.	10,000.00	60,123.69
10/28/2008	INV #IMO 07. Due 10/28/2008. Orig. Amount \$10,000.00.	10,000.00	70,123.69
11/25/2008	INV #IMO 12. Due 11/25/2008. Orig. Amount \$10,000.00.	10,000.00	80,123.69
12/30/2008	INV #IMO 15. Due 12/30/2008. Orig. Amount \$10,000.00.	10,000.00	90,123.69
01/29/2009	INV #IMO 18. Due 01/29/2009. Orig. Amount \$10,000.00.	10,000.00	100,123.69
	Imogo - Costs-		
11/25/2008	INV #IMO 14. Due 11/25/2008. Orig. Amount \$1,067.26.	1,067.26	101,190.95
CURRENT		23,000.00	
1-30 DAYS PAST DUE		23,000.00	
31-60 DAYS PAST DUE		0.00	
61-90 DAYS PAST DUE		24,067.26	
OVER 90 DAYS PAST DUE		31,123.69	
			\$101,190.95

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## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made and entered into on November 1, 2007, by and between Imogo Mobile Technologies Corp. (the "Company"), 303-1130 West Pender Street, Vancouver, British Columbia, V6E 4A4 and Hanson Maslen Group (HMG), a Washington limited liability company (the "Consultant") with offices at 3755 Carillon Point, Kirkland, WA 98033.

WHEREAS, Consultant has special knowledge and expertise, which is of interest to the Company; and

WHEREAS, the Company desires to retain Consultant to provide certain consulting services to the Company, and the Consultant desires to become so engaged, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

### i. THE SERVICES

The HMG's proposed areas of contribution by consultants Jan Claesson and Rowland Hanson:

- Feedback and guidance on the business plan – Jan lead
- Review and feedback on the investor presentations – Jan lead
- Product review and feedback: Market research introductions as applicable – Jan lead
- Rollout plan: review and feedback. – Jan lead
- Partnering definition and contacts as applicable – Jan lead
- Channel plan and development: Feedback and hard questions – Jan lead
- Provide contacts and introductions as applicable – Jan lead
- Branding: feedback and direction – Rowland lead
- Work with CEO 1:1 as applicable – Jan
- Imogo May use Hanson's & Claesson's names on business plans and web-site while contracted as consultants
- Imogo may elect to add Rowland Hanson and Jan Claesson to its board of advisors

### 2. CONSULTANT'S REPRESENTATIONS

The Consultant hereby warrants and represents to the Company as follows:

- 2.1. Consultant has the necessary experience required to provide the Services.
- 2.2. Consultant shall use Consultant's best efforts to perform the Services in a manner satisfactory to the Company. The Company has the sole prerogative to decide if and how to implement the Consultant's advice and recommendations.

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- 2.3. Consultant's entering into this Agreement and the performance of the Services hereunder will not conflict with or violate any agreement, undertaking or obligation to which Consultant is a party or by which Consultant is otherwise bound.
- 2.4. Consultant is not authorized to, and shall not, act on behalf of or bind the Company in any way.

### 3. TERM

- 3.1. This Agreement will be in effect for a period of three months beginning on or before November 15<sup>th</sup>, 2007 the effective date and ending on ~~February 29<sup>th</sup> 2007~~ (the "Term"); provided, however, that either party, in its sole discretion, may terminate this Agreement prior to the expiration of said Term upon giving written notice to the other party not less than thirty (30) days prior to the effective date of termination.
- 3.2. During the thirty (30) day period prior to the end of the Term stipulated above, the parties shall discuss extending the term of this Agreement.

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### 4. CONSIDERATION

- 4.1. In consideration of the Services to be provided hereunder, the Company will pay to Consultant the following:

- \$10,000 up-front each month
- The equivalent of \$10,000 per month in options or warrants
- Proposed start-date: November 15, 2007
- This proposal is valid for 30 from today's date.

- 4.2. Payment will be made the effective day of the contract, then up-front each following month by the same day. Consultant will issue invoice in advance of due date. Consultant acknowledges that it is an independent contractor and shall be responsible for the payment of all taxes on any consideration paid to Consultant by the Company, including without limitation, all withholding taxes.

- 4.3. The Company also will reimburse the Consultant's out-of-pocket expenses incurred in connection with the provision of Services hereunder; provided, however, that Consultant has submitted all reasonably requested documentation supporting the expenses incurred. All expense reimbursements shall be paid to Consultant within twenty (20) days of submission of the invoice and/or related documentation.

- 4.4. ~~WE NEED TO JOINTLY WORK ON WORDING FOR THIS SECTION:~~ The Company will issue common shares to the Consultant Equity in Imogo Mobile Technologies Corp. on a shares for debt basis. The value of the shares will be based on the same share price as that is being offered to qualified investors. The minimum 90 day agreement term is valued at \$30,000 which at a per share price of \$0.25 converts to 120,000 common shares. Notwithstanding the foregoing, and ~~an~~ Equity or bonus opportunities will be conceived of and agreed upon no later than December 8<sup>th</sup> 2007. This will become an addendum to this agreement.

### 5. CONFIDENTIAL INFORMATION

3.1 Consultant hereby agrees to keep and maintain the confidentiality of all information concerning the Company, its products, services, business plans, financial operations, and the Company's confidential information. Without the Company's prior consent, the Consultant shall not divulge and/or transmit, in any form or manner, such information to any other party or parties, and shall not use such information except for the benefit of the Company or as required to accomplish deliverables.

3.2 Consultant agrees, upon the Company's written demand, to promptly return any and all documents and/or materials in Consultant's possession concerning the Company.

## **6. PROPRIETARY RIGHTS**

Consultant agrees that any trademarks, copyrights, patents, inventions, and other materials created, developed or prepared by Consultant in the performance of the Services hereunder shall be the sole property of the Company without any restriction for the Company as to use and application.

## **7. INDEPENDENT CONTRACTOR**

Consultant hereby declares and confirms that it is an independent contractor and that this Agreement does not create an employer/employee or agent/principal relationship between the Consultant and the Company. Consultant acknowledges and agrees that Consultant shall not be eligible for any Company employee benefits, and shall not be entitled to worker's compensation coverage by the Company.

## **8. INDEMNIFICATION**

Company agrees to protect, defend, indemnify and hold harmless Consultant and any of Consultant's principals, agents and employees (collectively, "Consultants") from any and all claims, demands, expenses, liabilities and causes of action asserted against Consultants arising out of their relationship with the Company and the performance of any services on behalf of the Company under this Agreement. Said defense, indemnification and hold harmless shall include, without limitation, payment of all legal, expert witness, consulting, and any other fees and costs incurred in order to defend any claim asserted against Consultants or any of them to which this indemnity and hold harmless provision applies. In addition, in the event any of Consultant's principals, agents or employees agree to participate or serve on the Company's Board of Directors or its Advisory Board, Company agrees to indemnify such person to the fullest extent permitted under the laws of the state of the Company's incorporation and under the Company's charter, against liability for any actions taken or omissions made by such person in the course of performing his duties as a director or advisory board member of the Company. Throughout the period of time that any principal, agent or employee of Consultant is serving as a director or board member of the Company and continuing for a period of three (3) years after termination of such service, Company further agrees to purchase and maintain adequate directors and officers liability insurance providing full coverage for such principal, agent or employee of Consultant against liability asserted against or incurred by him in his capacity as a director or board member of the Company, or arising from his status as a director or board member, whether or not the Company would have the power to indemnify him against such liability under applicable law.

#### **9. COMPANY WARRANTY**

Company acknowledges that Consultant will be providing services based on information provided by the Company and that Consultant has no obligation or responsibility to review the content of this information to determine its accuracy or to determine whether its use may result in liability to Consultant or to any third party. Company represents and warrants that any information or material it provides to Consultant: (a) does not infringe, or constitute the misappropriation of, any intellectual property right of any third party, and that the Company holds all necessary rights to permit its use for the purposes of this Consulting Agreement; (b) does not contain material that is defamatory, slanderous or libelous; and (c) is not otherwise likely to expose either party to criminal or civil liability or actions.

#### **10. WAIVER OF NON-COMPENSATORY DAMAGES**

Except as otherwise provided for in this Agreement, no party to this Agreement shall be entitled to recover damages from the other party for any losses, costs, expenses, or damages for any amount in excess of the actual compensatory damages, court costs and reasonable attorney fees, suffered by such party; and Company and Consultant each hereby waive any right to recover punitive, incidental, indirect, special, exemplary and consequential damages resulting from any cause whatsoever, whether arising in contract, warranty, tort, strict liability, indemnity or otherwise. It is expressly agreed that no failure by any party to this Agreement to fulfill any condition hereof shall constitute a failure of essential purpose entitling any party to seek consequential, incidental, indirect, punitive, exemplary or special damages.

#### **11. RESOLUTION OF DISPUTES**

- 11.1 Any disputes, claims or differences howsoever arising in connection with this Agreement shall be discussed between the parties with a view to settlement within a period of twenty (20) days (or such longer period as may be mutually agreed upon), after such dispute or difference has arisen. Unless otherwise agreed in writing, any agreement reached in such discussions shall be deemed final, binding and of immediate effect.
- 11.2 In the event that the parties are unable to agree as aforesaid, either party may require that the matter be referred to arbitration. Any such dispute, claim or difference shall then be settled by binding arbitration administered by the American Arbitration Association or such other arbitration organization (e.g., WAMS or JAMS) mutually agreed to by the parties, arbitrated in accordance with the applicable arbitration rules of such organization in effect on the date any arbitration proceeding is commenced. The matter shall be heard and decided by a single arbitrator agreed upon by the parties. If the parties are unable to agree upon a single arbitrator, then an arbitration panel shall be appointed composed of three arbitrators, one of whom will be named by each party and the two arbitrators so chosen shall appoint a third arbitrator who shall be chairman.
- 11.3 If the two party-appointed arbitrators are unable to agree upon the choice of the third arbitrator, the parties shall request the arbitration organization to select the third arbitrator. The selection of arbitrators under this paragraph shall be made without regard to the nationality of the arbitrators.

- 11.4 The arbitration panel shall conduct such hearings and fact finding as it deems necessary as soon as possible after appointment of its last member. The arbitration panel shall render its decision in the dispute as soon as possible. The award of the arbitrators may include pre-award interest and equitable relief to the extent the arbitrators may deem appropriate. The arbitration panel may, in its discretion, order reimbursement of the substantially prevailing party's costs and attorneys' fees by the other party. The decision of the arbitration panel shall be final and binding upon the parties and of immediate effect, and may be enforced in any court of competent jurisdiction.
- 11.5 While a dispute is being discussed as provided in subparagraph 11.1 and/or prior to the appointment of all of the arbitrators, either party may seek provisional remedies, including, but not limited to, temporary restraining orders and preliminary injunctions, in any court or administrative agency having jurisdiction thereof. After the appointment of all of the arbitrators, the arbitrators may grant such provisional remedies as the arbitrators, in their sole discretion, deem necessary and appropriate.
- 11.6 The parties hereto irrevocably consent to jurisdiction and venue: (a) in King County, Washington, in connection with any arbitration proceeding relating to this Agreement, and (b) in any federal or state court in King County, Washington, in connection with any court proceeding relating to this Agreement.

## **12. MISCELLANEOUS**

- 12.1 Any amendment or addition to this Agreement will not be valid unless agreed upon in writing and duly signed by both parties to this Agreement.
- 12.2 Any notices or other communication between the parties regarding this Agreement shall be given in writing, and shall be personally delivered or sent by U.S. registered or certified mail to the other party at the addresses mentioned above. All such notices shall be deemed to have been duly given upon receipt if personally delivered, or if mailed, three (3) business days after deposit in the U.S. mail, postage prepaid and addressed accordingly.
- 12.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to its choice of law principles.
- 12.4 If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then: (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.
- 12.5 This Agreement, together with any exhibits and documents referred to herein, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any and all prior or contemporaneous agreements.
- 12.6 Failure by either party to insist upon strict adherence to any one or more of the terms or conditions of this Agreement, on one or more occasions, shall not be construed as a waiver, nor deprive the party of the right to require strict compliance with the same thereafter.

12.7 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement on the date first above-written.

Company:

Imogo Mobile Technologies Corp.

Consultant:

HansonMasien Group LLC

By: Stewart Irvine  
Its: CEO & Founder

By: Rowland Hanson  
Its: CEO